

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CMA CGM S.A. and CMA CGM
(AMERICA) LLC,

Plaintiffs,

-against-

FAITH GROUP COMPANY,

Defendant.

15 Civ. _____

COMPLAINT

PLEASE TAKE NOTICE that Plaintiffs, CMA CGM S.A. (“CMA”) and CMA CGM (AMERICA) LLC (“CMA AMERICA”), by their attorneys, Mahoney & Keane, LLP, as and for a Complaint against Defendant, FAITH GROUP COMPANY (“FAITH”), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's diversity, pendent, supplementary, and ancillary jurisdiction.
2. Plaintiff CMA is a legal entity duly organized and existing pursuant to the laws of a foreign country, with offices and a place of business located at 4 Quai d'Arenc, 13002 Marseille, France.
3. Plaintiff CMA AMERICA is a legal entity duly organized and existing pursuant to the laws of one of the states of the United States, with offices and a place of business located at 5701 Lake Wright Drive, Norfolk, VA 23502.

4. Defendant, FAITH, is a business entity organized and existing pursuant to the laws of one of the states of the United States with offices and a place of business located at 195 Route 9, Suite 205, Englishtown, NJ 07726 and/or 195 Route 9, Suite 205, Manalapan, NJ 07726.

5. The United States District Court for the District of New Jersey is the proper venue for this action, as Defendant, FAITH, resides or maintains a principal place of business in the District of New Jersey, and the subject waybills expressly permit commencement of suit here.

6. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST FAITH

7. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "6" as if specifically set forth herein at length.

8. On or about October and November, 2013 and at all times relevant herein, Plaintiff, CMA, as "Carrier," and Defendant, FAITH, as "Shipper:" and "Merchant," through their responsible representatives entered into bill of lading contracts numbered LPL0571895A, LPL0577810, and LPL0577921, for the ocean carriage and related storage, handling, care and/or maintenance of thirty 40'containers said to contain cargoes of plastic scrap, all in consideration of payments by FAITH to Plaintiffs for said services.

9. Plaintiffs duly performed all duties and obligations required to be performed by Plaintiffs in connection with Defendant's goods.

10. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject service contracts, waybills, bills of lading, tariffs, and/or other related agreements by, inter alia, failing to pay per diem charges for freight, detention, demurrage, and/or other associated costs accrued from November 7, 2013 to November 5, 2014, all as duly invoiced by plaintiffs to FAITH.

11. As a result of Defendant's breach of the agreements, Plaintiffs have incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the governing contracts and at law.

12. Plaintiffs have placed Defendant on notice of their claim that Defendant has breached the subject agreements and violated Plaintiffs' rights under the law.

13. Despite Plaintiffs' repeated demands, Defendant has failed to pay the Plaintiffs' damages due and owing under the agreements and at law.

14. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$490,633.33, together with interest, costs, fees, including reasonable attorneys' fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST FAITH

15. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "14" as if specifically set forth herein at length.

16. Defendant has an account stated with the Plaintiffs.

17. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$490,633.33, together with interest, costs, fees, including reasonable attorneys' fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST FAITH

18. Plaintiffs repeat and reiterates each and every allegation contained in paragraphs "1" through "18" as if specifically set forth herein at length.

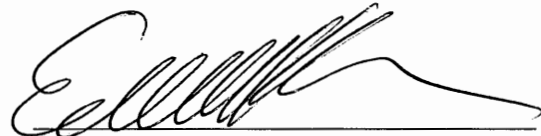
19. Plaintiffs are due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiffs pray that judgment be entered in favor of Plaintiffs for an amount exceeding \$490,633.33, together with interest, costs, fees, including reasonable attorneys' fees, and disbursements; that Court process be issued against the Defendant; and that Plaintiffs be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York
April 13, 2015

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs

By:

A handwritten signature in black ink, appearing to read 'E. Keane', written over a horizontal line.

Edward A. Keane
40 Worth Street, Tenth Floor
New York, New York 10013
(212) 385-1422